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5-17-1937

## Coffman Fisher, Cumberland Cloak and Suit, Public Service, and others and Retail Clerks International Protective Association, Local 654 (1937)

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## Coffman Fisher, Cumberland Cloak and Suit, Public Service, and others and Retail Clerks International Protective Association, Local 654 (1937)

### Location

Cumberland, MD

### Effective Date

5-17-1937

### Expiration Date

3-1-1938

### Number of Workers

700

### Employer

Coffman Fisher; Cumberland Cloak and Suit; Public Service; Rosenbaum Brothers; Sears, Roebuck and Company; Kline's, Workingmen's Store; Allen's; Aronson's; Barnard's; Evelyn Barton Brown; Darling Shop; Lazarus; L. B. Hat Shop; Lillian's Shop; Martin's; Nancye-Lee Shop; Princess Shop; Marie Seymour; Reed's Hat Shop; Widman's; Adler's Working Men's Store; Burton's, Inc.; Garrett and Zilch; Heinrich and Jenkins; Hirsh the Taylor; Kaplon's Young Men's Store; Manhattan Shop; Schwarzenbach and Son; Snyder's Men's Wear; Globe; Hub; A. Wood; Cut Rate; Family Shoe Store; Peskin's; Smith's Shoe Store; Sterling Shoe Store; Vogel's Shoes Store; G. R. Kinney and Company; Askin's; Julian Goldman Union Store; Moskins; People's Store; Acme; Beneman; Bennett Appliance Sales Company; Bernstein's; Coyle Brothers; City Furniture; E. V. Coyle; Cumberland Electric Stores; Cumberland Maytag Company; Furniture Hall; Hafer's Furniture Company; Kline Furniture Company; Millenson's; MacMullen's; Peoples Furniture Stores; Russler-Chadwick Company; Cloyd S. Shonter; H. U. F. Flurshutz and Son; Harvey's Jewelry Store; S. T. Little Jewelry; Spear Jewelry; Hill's Toy Store; Ankeney Company; Baby Center; G. C. Murphy Company; F. W. Woolworth; McCrory's

### Union

Retail Clerks International Protective Association

### Union Local

654

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

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## Comments

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THIS AGREEMENT, Made in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 1937, between Retail Clerks International Protective Association, by its agent, Local No. 654 of Cumberland, Maryland, hereinafter called "Association", and \_\_\_\_\_, whose place of business is located at \_\_\_\_\_, Cumberland, Maryland, hereinafter called "Employer", witnesseth:

That the Association, in consideration of the promises of the Employer being faithfully kept and performed, agrees:

(1) That it will exert its influence to advance the interest of the Employer, and will distribute printed matter and visit the various industrial organizations in the City and advise them to patronize the Employer.

(2) That it will loan, without cost to the Employer, a reasonable number of store cards when all of the Employees who are eligible to join the Association have become members of the same. Said cards shall remain the property of the Association, and shall be promptly surrendered by the Employer if the Employer shall knowingly violate any provision of this agreement.

(3) That the Association will actively and aggressively organize Employees in retail stores in Allegany County, Maryland, and in Ridgeley, Piedmont and Keyser, West Virginia, and establish therein uniform opening and closing hours, and uniform working conditions, in accordance with the terms embraced in this agreement, and if and in the event the Association shall substantially fail in these objectives within a reasonable time from the date hereof, it will relieve the Employer from any hardships resulting from competitive conditions arising from said failure.

The Employer agrees:

(1) To recognize the Association as the sole collective bargaining agent for the members of the Association in his employ.

(2) To discharge no Employee because of membership in the Association or for interest therein.

(3) Hours of Work.

(a) That no member of the Association, except as hereinafter specifically noted, shall be employed in excess of forty-three (43) hours per week.

(b) The Employer shall open his store at 9:00 A. M. and close the same at 5:00 P. M. daily except Saturday. On Saturday, the store shall open at 9:00 A. M. and close at 6:00 P. M., and said hours shall constitute the normal working day of the Employees. An interval of one hour per day shall be allowed each Employee for lunch, and said lunch hour shall begin not earlier than 11:00 A. M. and not later than 2:00 P. M. One hour shall be allowed for dinner to an Employee working overtime, or during later hours than those herein specified.

(c) No Employee shall work more than two hours overtime in any one day, nor more than four hours in any one week. No Employee shall be worked overtime in any department where regular employees are furloughed or are working short time, except, however, in time of flood, fire or other emergency, the Employees may work as many overtime hours as their services may be required.



All customers in the Employer's store at the closing hour shall be entitled to make any purchases they desire, and the time spent by an Employee serving any such customer or customers shall not be considered overtime, nor shall the Employee be entitled to extra compensation by reason of the time so spent.

(d) On the Saturday immediately preceding Palm Sunday, the Employer may remain open until 9:00 P. M. The Employer shall be entitled to one peak week during the month of December in each year, and said peak week shall consist of not more than six merchandising days of ten working hours each, beginning at 9:00 A. M. and ending at 9:00 P. M., exclusive of Christmas Eve. On Christmas Eve, the Employer shall close the store at 6:00 P. M.

The Employer shall be entitled to not more than two inventory periods in each year. Eight additional hours annually in excess of the normal hours herein specified shall be permitted to the Employer for inventory purposes, and said eight additional hours shall not be considered overtime. All hours in excess of eight hours shall be considered as overtime.

(e) EXTRA EMPLOYEES: Extra Employees working four or less hours daily shall be compensated for a half day. Extra Employees working more than four hours and not in excess of seven hours during the first five days of the week shall be compensated for a full day, and on the sixth day of the week, or Saturday, an extra Employee working more than four hours and not in excess of eight hours shall be compensated for a full day. In no case, however, shall the hours of extra Employees exceed the limitations set forth in Section 3, Paragraph C.

(f) The normal schedule of store hours shall not apply to window-trimmers, show-card writers and stock boys, provided that none of said Employees shall be employed in excess of forty-three (43) hours in any one week, and provided further that the hours of any of said Employees shall not be staggered.

(g) The schedule of hours for porters and delivery boys shall not exceed forty-eight hours in any one week, and said schedule shall not be governed by normal store hours, provided that said hours shall not be staggered.

#### (4) WAGES.

(a) The Employer shall pay all members of the Association who are inexperienced clerks as hereinafter defined not less than Thirteen Dollars and Fifty Cents (\$13.50) per week. Employers shall pay to all members of the Association who are experienced clerks as hereinafter defined not less than Fourteen Dollars and Fifty Cents (\$14.50) per week. Extra Employees, male or female, experienced or inexperienced, shall receive a minimum hourly wage based upon the respective minima herein set forth.

(b) Elevator operators, porters and delivery boys shall receive not less than Thirteen Dollars and Fifty Cents (\$13.50) per week, whether experienced or inexperienced.

(c) Cashiers, pin-tickers and store room boys shall receive not less than Thirteen Dollars and Fifty Cents (\$13.50) per week, if inexperienced, and not less than Fourteen Dollars and Fifty Cents (\$14.50) per week, if experienced.

(d) Effective as of May 17, 1937, no clerk shall receive less than the minima herein specified, and any clerk earning more than Twelve Dollars and Fifty Cents (\$12.50) per week shall receive a flat increase of Two Dollars (\$2.00) per week. Any persons now employed as extra clerks by the Employer shall receive a 20% increase.

(e) Employees shall be entitled to receive extra compensation for each hour worked in excess of forty-three (43) hours per week under the provisions of Section 3, Paragraph D, and said extra compensation shall be computed on an hourly basis at the regular rate of pay, and shall not be considered as overtime.

(f) Any Employee now receiving wages in excess of the minimum wages herein specified shall not be reduced, and nothing herein contained shall prevent the payment of higher wages than the respective minima provided.

(g) All work done on the following days and holidays shall be compensated for at the rate of double time, namely: Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Employee working for a weekly wage shall be docked for any of said holidays or any other holiday declared by the Employer, provided that said Employee has worked the working day before or after said holiday. Whenever any one of said holidays falls on Sunday, the Monday immediately following shall be observed instead.

(h) All overtime shall be compensated for at the rate of time and one-half time, with the exception of holidays hereinbefore provided for. Overtime worked in any one day shall not be compensated for by lay-offs, nor shall any Employee be required to take time off to make up for overtime work, unless provided by law.

(i) Employees receiving commissions, discounts or the benefit of health, accident, life or other insurance carried by the Employer for the benefit of the Employee shall continue to receive the same.

(j) All bonuses heretofore paid, and which formed a part of the Employee's contract of employment as of the date of this agreement, shall continue to be paid. All bonuses heretofore paid as mere gratuities by the Employer shall remain optional as to payment with the Employer.

(k) All quotas or bases for commissions as they are now constituted shall remain the same.

(l) All contributions to any charitable cause shall be voluntarily made by the Employees.

(m) VACATIONS: All regular Employees of one year's service shall be entitled to one week's vacation with pay, and such Employees may take an additional week without pay at the option of the Employee, provided that the vacation period in any event shall be fixed by the Employer during the summer months, and provided further that no Employee who has heretofore, by reason of experience or otherwise, been entitled to a longer vacation than one week with pay shall have said vacation period reduced.



(5) The schedule of hours herein specified shall become effective upon the 7th day of June, 1937.

(6) Employees working thirty-three (33) or more hours per week shall be considered as regular Employees, and shall receive a full week's pay.

(7) Where a clerk is required to help trim windows, the clerk shall receive a flat increase of Three Dollars, (\$3.00) per week in lieu of the increase set out in Section 4, Paragraph D.

(8) SENIORITY RIGHTS: An experienced Employee is one with six months or more of employment in any store. An inexperienced Employee is one with less than six months employment in any store. This definition shall also cover extra Employees. An extra Employee is one working less than thirty-three (33) hours per week; a regular Employee is one working thirty-three (33) or more hours per week. In all furloughs or lay-offs, the youngest Employee in point of service in the department where said furlough occurs shall be furloughed or laid off first. Extra Employees shall obtain seniority rights in relation to their length of service.

(9) ADJUSTMENTS OF DISPUTES: In case of disagreement arising under this contract which cannot be settled by the Employer and a Committee from the Association, or a Committee from the Executive Council of the Association, the same shall be referred to a Board of Arbitration to be composed of five disinterested persons, two of whom shall be selected by the Employer, two of whom shall be selected by the Association and the four so selected shall select a fifth person. The decision of three of said Board of Arbitration shall be final and binding on all parties, and pending such decision, there shall be no further action taken by either the Employer, the aggrieved Employee or by the Association. Any expenses incurred in arbitration shall be equally borne by the Employer and the Association.

(10) An Employer desiring to discharge an Employee shall so advise the Employee one week in advance, or pay an additional week's salary, provided that the Employer may discharge any Employee for dishonesty, lack of integrity or gross breach of discipline without notice. An Employee desiring to leave the employ of the Employer shall advise the Employer one week in advance.

(11) Nothing in this agreement shall include Managers, Assistant Managers or Employees of the Employer who are authorized to hire or discharge Employees.

(12) This agreement shall be in full force and effect until March 1, 1938, and if no written notice is served by either of the parties hereto thirty days prior to the expiration hereof, it shall continue in force for a period of one additional year and thereafter for like periods of one year until notice as herein provided is served.

IN WITNESS WHEREOF, the respective parties hereto  
have caused this agreement to be executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 1937.

THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION  
By its agent, Local No. 654.



Attest:

Richard A. Porter  
President

Armand Silvestri  
Secretary

\_\_\_\_\_  
Party of the Second Part

\_\_\_\_\_  
Address.



37-12-40

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

May 17, 1937

Mr. Armond Silvester  
Retail Clerks' International  
Protective Ass'n #654  
37 North Mechanic Street  
Cumberland, Maryland

My dear Mr. Silvester:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and should appreciate your cooperation in sending us copies of them together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

Very truly yours,

*Isador Lubin*

Isador Lubin

Commissioner of Labor Statistics

Enc.



Name of company or employers' association signing the agreement \_\_\_\_\_

Kindly refer to enclosed newspaper advertisement.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement See newspaper advertisement.

Number of union members working under terms of agreement 700 (Approximately)

Number of non-members working under terms of agreement No record at this time --  
Number is below fifty, tho.

Branch of trade covered See enclosed newspaper advertisement.

Date signed May 17 to June 7 Date of expiration March 1, 1938.

Armond J. Silvestri  
(Name of person furnishing information)

Post Office Box 952  
(Address)

# ATTENTION

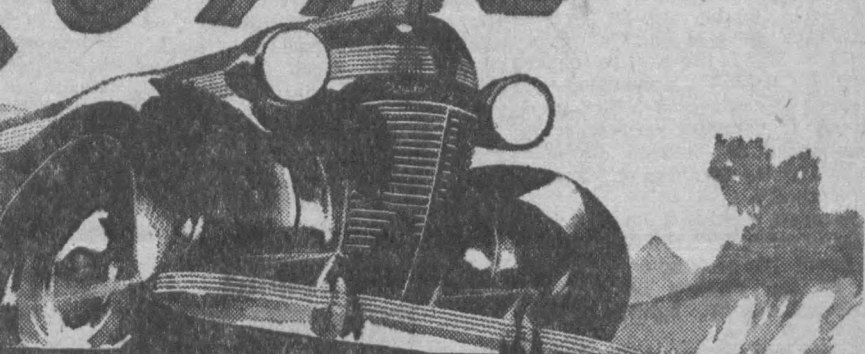
Retail Clerks' International  
Protective Association  
LOCAL 654

Announces the Following  
Stores Fair To Organized Labor  
**AUTO ACCESSORIES**

Lou's  
United Accessories  
Joe, The Motorists' Friend  
Goodrich Silvertown Stores

Opening Hour 8 a.m. Daily Closing 9 p.m.  
(Signed) Richard A. Porter, Pres.  
R.C.I.P.A.

# CHRYSLER ROYAL



**HANDS... IT'S SURE TO PLEASE YOU!**



**STAMINA!**

"Two things stand out about my Chrysler Royal. First, great driving comfort... both in room and easy handling. Second, reliability... typical of every Chrysler I've had."

JOSEPH CAUNT, Pasadena, Calif.

**CHRYSLER**  
INVADES THE  
LOW-PRICED FIELD!

Easy to buy on convenient terms with the official Commercial Credit Company plan. Tune in on Major Bowes, Columbia Network, every Thursday, 9 to 10:00 P. M., Eastern Daylight Saving Time.

PLYMOUTH ON DISPLAY AT

Distributor  
**AR GURLEY**

DEALERS CUMBERLAND, MD.

g. Md. SPOERLEIN'S GARAGE, Accident, Md.  
Md. SCHULLER MOTOR SALES, Romney, W. Va.  
UTO SALES, Moorefield, W. Va.

In All Their  
PRICES TO SUIT ALL  
Quality Our First Thought  
**PAUL'S FLOWER SHOP**  
60 N. Centre St. Phone 291

THE  
D. A.  
Use our stone burial  
The only vault that will

# —ATTENTION—

Retail Clerks' International Protective Association  
LOCAL 654

Announces The Following  
**STORES FAIR TO ORGANIZED LABOR**

## Department Stores

Coffman Fisher  
Cumberland Cloak and Suit  
Public Service  
Rosenbaum Bros.  
Sears, Roebuck and Co.  
Kline's, Workingmen's Store

## Ladies' Clothing

Allen's  
Aronson's  
Barnard's  
Evelyn Barton Brown  
Darling Shop  
Lazarus  
L. B. Hat Shop  
Lillian's Shop  
Martin's  
Nancye-Lee Shop  
Princess Shop  
Marie Seymour  
Reed's Hat Shop  
Widman's

## Men's Clothing

Adler's Working Men's Store  
Burton's, Inc.  
Garrett & Zilch  
Heinrich and Jenkins  
Hirsh the Tailor  
Kaplon's Young Men's Store  
Manhattan Shop  
Metro Store  
Schwarzenbach & Son  
Snyder's Men's Wear  
The Globe  
The Hub  
A. Wood

## Shoes

Cut Rate  
Family Shoe Store  
Peskin's  
Smith's Shoe Store  
Sterling Shoe Store  
Vogel's Shoe Store  
G. R. Kinney & Co.

## LEATHER GOODS

Loretta M. Miller

## MEN'S AND LADIES' CLOTHING

Askin's  
Julian Goldman Union Store  
Moskins  
People's Store

## FURNITURE & APPLIANCE STORES

Acme  
Beneman  
Bennett Appliance Sales Co.  
Bernstein's  
Coyle Bros.  
City Furniture  
E. V. Coyle  
Cumberland Electric Stores  
Cumberland Maytag Co.  
Furniture Hall  
Hafer's Furniture Co.  
Kline Furniture Co.  
Millenson's  
MacMullen's  
Peoples Furniture Stores  
Russler-Chadwick Co.  
Cloyd S. Shonter  
H. U. F. Flurshutz & Son

## JEWELRY

Harvey's Jewelry Store  
S. T. Little Jewelry Store  
Spear Jewelry

## TOYS

Hill's Toy Store

## STATIONERY & OFFICE SUPPLIES

Ankeney Co.

## INFANT'S WEAR

Baby Center

## 5 and 10c STORES

G. C. Murphy Co.  
F. W. Woolworth  
McCrory's

The above stores observe the new schedule of opening and closing hours, as follows:

Monday, Tuesday, Wednesday, Thursday,  
Friday ..... 9 a.m.—5 p.m.  
Saturday ..... 9 a.m.—6 p.m.

Watch your local papers for daily additions to this list

Signed—RICHARD A. PORTER, Pres. R.C.I.P.A.